

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM298782

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
B&E Poultry, Inc.		03/20/2014	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fulton Bank, N.A.		
<b>Street Address:</b>	One Penn Square		
<b>City:</b>	Lancaster		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	17602		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85700417	FAMILIES FEEDING FAMILIES SINCE THE 1890	
<b>Serial Number:</b>	85549219	SIA	
<b>Serial Number:</b>	85851388	FRESH FREEZE	
<b>Serial Number:</b>	76641313	LOVE ME TENDER	
<b>Serial Number:</b>	76708813	TIME SAVERS	
<b>Serial Number:</b>	76707372		
<b>Serial Number:</b>	76641318	JUICY, NOT JUICED	
<b>Serial Number:</b>	73645546		
<b>Serial Number:</b>	73645496	BELL & EVANS	
<b>Serial Number:</b>	73612681		
<b>Serial Number:</b>	71620923		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7172388623		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	717 237 6702		
<b>Email:</b>	kgold@rhoads-sinon.com		
<b>Correspondent Name:</b>	Kevin M. Gold		
<b>Address Line 1:</b>	One South Market Square, PO Box 1146		
<b>Address Line 2:</b>	12th Floor		
		<b>TRADEMARK</b>	

OP \$290.00 85700417

<b>Address Line 4:</b> Harrisburg, PENNSYLVANIA 17108-1146	
<b>ATTORNEY DOCKET NUMBER:</b>	10895/5
<b>NAME OF SUBMITTER:</b>	Kevin M. Gold
<b>SIGNATURE:</b>	/kmg/
<b>DATE SIGNED:</b>	03/21/2014
<b>Total Attachments: 6</b> source=confirmatory grant#page1.tif source=confirmatory grant#page2.tif source=confirmatory grant#page3.tif source=confirmatory grant#page4.tif source=confirmatory grant#page5.tif source=confirmatory grant#page6.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (as may be amended, restated, supplemented or otherwise modified from time to time, this "Confirmatory Grant") is made effective as of March 20, 2014 by and from B&E POULTRY, INC., a Pennsylvania corporation (the "Grantor"), to and in favor of FULTON BANK, N.A. (the "Grantee").

**RECITALS**

WHEREAS, Sechler Family Foods, Inc., a Pennsylvania corporation (the "Borrower"), has entered into that certain Loan Agreement with Grantee of even date herewith (as may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), whereby Grantee has agreed to extend to the Borrower certain loans (each a "Loan" and, together, the "Loans") in accordance with the terms and conditions thereof;

WHEREAS, Grantor is a subsidiary of Borrower and, to induce Grantee to enter into the Loan Agreement with the Borrower and extend the Loans to the Borrower, the Grantor has entered into that certain Trademark Security Agreement in favor of the Grantee as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"); and

WHEREAS, Pursuant to the terms of the Trademark Security Agreement, the Grantor has granted to the Grantee, for the benefit of the Grantee, a security interest in all of Grantor's right, title, and interest in, to and under all presently owned or hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owed to Grantee by Borrower pursuant to the Loan Agreement and any other Loan Documents.

NOW, THEREFORE, In consideration of the mutual agreements set forth herein and in the Loan Agreement and the Trademark Security Agreement, the Grantor hereby grants to the Grantee, for the benefit of the Grantee, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, sections (a) through (c) are hereinafter referred to as the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, other source or business identifiers, all registrations and recordings thereof, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or political subdivision thereof, including, without limitation, each trademark and trademark application referred to on Exhibit I(a) annexed hereto (each item on Exhibit I(a) a "Trademark" and, together, the "Trademarks"), together with any reissues, continuations, or extensions thereof, and all of the goodwill of the business connected with the use of, or symbolized by, each of the foregoing;

(b) all trademark licenses, including, without limitation, each trademark license on Exhibit I(b) annexed hereto (each a "Trademark License" and, together, the "Trademark Licenses") and all goodwill associated therewith; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark.

This Confirmatory Grant is granted in conjunction with the security interest granted to the Grantee pursuant to the Trademark Security Agreement and is in all respects subject to the terms and limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral made and granted herein are more fully set forth in and are subject in all respects to the Trademark Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Confirmatory Grant and the Trademark Security Agreement, the terms of the Trademark Security Agreement shall govern.

This Confirmatory Grant shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, Grantor has caused this Confirmatory Grant to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:  
B&E POULTRY, INC.

By: 

Scott I. Sechler, President




ACCEPTED AND ACKNOWLEDGED BY:



GRANTEE:  
FULTON BANK, N.A.

By: 

Steven P. Ulrich, Vice President

**EXHIBIT I(a)**US Trademarks

<b>NO.</b>	<b>Mark</b>	<b>Serial No.</b>	<b>Reg. No.</b>	<b>Date Filed</b>	<b>Reg. Date</b>
1.	Families Feeding Families Since the 1890s	85700417	4316727	August 10, 2012	April 09, 2013
2.		85549219	4336011	February 22, 2012	May 14, 2013
3.		85851388		February 15, 2013	
4.	<b>LOVE ME TENDER</b>	76641313	3382372	June 21, 2005	February 12, 2008
5.	<b>TIME SAVERS</b>	76708813	4206137	August 22, 2011	September 11, 2012
6.		76707372	4081578	April 25, 2011	January 10, 2012
7.	<b>JUICY, NOT JUICED</b>	76641318	3275884	June 21, 2005	August 07, 2007
8.		73645546	1474328	February 19, 1987	January 26, 1988
9.	<b>BELL &amp; EVANS</b>	73645496	1473359	February 19, 1987	January 19, 1988

10.		73612681	1444306	August 4, 1986	June 23, 1987
11.		71620923	0562032	November 6, 1951	July 22, 1952

State Trademarks

NO.	Mark/Design	State	Reg No.	Application No.	Issue Date
1.	FARMER BOY DESIGN	Ohio		11430	June 12, 1986
2.	FARMERS BOY DESIGN	New York	R28327		June 13, 1996
3.	FARMERS BOY DESIGN	New York	R30736	R23842	June 13, 1986
4.	FARMERS BOY DESIGN	Pennsylvania	920062		May 19, 1986
5.	FARMERS PRIDE	Connecticut	6608	6608	June 26, 1986
6.	FARMERS PRIDE	Delaware	16968		July 28, 1986
7.	FARMERS PRIDE	Maryland	199600035		June 19, 1986
8.	FARMERS PRIDE	Massachusetts	38609		June 24, 1986
9.	FARMERS PRIDE	Michigan	M83075		December 17, 1991
10.	FARMERS PRIDE	New Jersey	5447		November 12, 1991
11.	FARMERS PRIDE	New York	R30737	R23843	June 13, 1986
12.	FARMERS PRIDE	Pennsylvania	920061		May 19, 1986
13.	FARMERS PRIDE	Rhode Island	86613		June 30, 1986

<b>NO.</b>	<b>Mark/Design</b>	<b>State</b>	<b>Reg No.</b>	<b>Application No.</b>	<b>Issue Date</b>
14.	FARMERS PRIDE	Virginia	3971		June 18, 1986
15.	FARMERS PRIDE	West Virginia	1006011		August 12, 1986
16.	FARMERS PRIDE DESIGN	Ohio		13469	May 2, 1991

**EXHIBIT I(b)**

Trademark Licenses

Name of Agreement

Parties

Date